on account of the implied trust relation existing between executor and legatee. 3 POM. EQ. JUR., § 1156, and cases cited. The courts are not in absolute accord, however, as to the ground of the jurisdiction of a court of equity to construe a will. Some cases follow a rule less restricted than that quoted from *Chipman* v. *Montgomery,* supra, and hold that such jurisdiction is not necessarily connected with the general jurisdiction over trusts, but exists and is exercised whenever the terms of a will are really difficult, or doubtful, or their validity contested, without reference to the presence or absence of any trust. *Rosenberg* v. *Frank,* 58 Cal. 387; *Sellers* v. *Sellers,* 35 Ala. 235; *Trotter* v. *Blocker,* 6 Port. (Ala.) 269; *Baldwin* v. *Dean,* 59 Me. 481; *Church, etc.,* v. *Robberson,* 71 Mo. 326; *Benham* v. *Hendrickson,* 32 N. J. Eq. 441; *Purvis* v. *Sherrod,* 12 Tex. 140; *Howze* v. *Howze,* 14 Id. 232; *Little* v. *Birdwell,* 21 Id. 597; *Gibbes* v. *Elliot,* 5 Rich. Eq. 327. The weight of authority, however, is with the restricted rule adopted in the principal case.

WILLS—REVOCATION—DIVORCE.—Testator while married made the will in question and deposited the same in the office of the probate judge where it remained until his death in 1905. In 1897 he and his wife separated, and in 1899 a divorce was granted to the wife. Pending the divorce proceedings, an adjustment and division of property were made between them in lieu of alimony, dower, etc. After his death application was made by the former wife for probate of the will. *Held,* that the divorce and settlement revoked the will, and that the revocation was made and completed when the decree was signed. *Wirth* v. *Wirth et al.* (1907), — Mich. —, 113 N. W. Rep. 306.

At the trial evidence was offered to show testator's intention to have this will remain in effect. This evidence was rejected, the court following the ruling in *Lansing* v. *Haynes,* 95 Mich. 16, 54 N. W. 699, 35 Am. St. Rep. 545, wherein it was said, "The question is not to be controlled by a possible presumption, but by the reasonable presumption. The possibility, therefore, that the deceased might have desired that the remainder of his property should go to his divorced wife cannot be considered in determining the question of an implied revocation in this case." The court in the principal case follows this decision and holds that the divorce and settlement operated ipso facto to revoke the will, and that no subsequent act of the testator not accompanied by the solemnities requisite for the making of a valid will could revive this instrument and make it valid. This rule has not found favor in other states. In *Baacke* v. *Baacke,* 50 Neb. 18, 69 N. W. 303, it is said, "The doctrine of revocation by implication of law is based upon a presumed alteration of intention arising from the changed condition and circumstances of the testator, or on the presumption that the will would have been different had it been executed under the altered circumstances." This case holds that divorce does not ipso facto revoke a will. To the same effect are *Jones's Estate,* 211 Pa. 364, 60 Atl. 915; *Corker* v. *Corker,* 87 Cal. 643, 25 Pac. 922; *Charlton* v. *Miller,* 27 Ohio St. 298, 22 Am. Rep. 307.